

**GWEN E. ROCK, Psy.D, LPC
COUNSELING SERVICES, LLC
875 EAST MAIN STREET
WAYNESBORO, PA 17268
717-762-4339**

gerock@comcast.net — www.drgerock.com

PSYCHOTHERAPIST AND CLIENT SERVICES AGREEMENT

Welcome to my practice. This Agreement contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA). HIPAA requires that we provide you with a Notice of Privacy Practices (the Notice) 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 I obtain your signature acknowledging that we have provided you with this information at the end of this session. Although these documents are long and sometimes complex, it is very important that you read them carefully before our next session. I can discuss any questions you have about the procedures at that time. When you sign 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 me unless we have taken action in reliance on it; if there are obligations imposed on me 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.

THERAPY SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the therapist and patient, and the particular problems you are experiencing. There are many different methods I 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.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I 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 me. 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 my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

THE BENEFITS AND RISKS OF THERAPY

Therapy 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.

A number of benefits are available from participating in psychotherapy. Therapists can provide support, problem-solving skills, and enhanced coping strategies for issues such as depression, anxiety, relationship troubles, unresolved childhood issues, grief, stress management, body image issues and creative blocks. Many people also find that counselors can be a tremendous asset to managing personal growth, interpersonal relationships, family concerns, marriage issues, and the hassles of daily life. Therapists can provide a fresh perspective on a difficult problem or point you in the direction of a solution. The benefits you obtain from therapy depend on how well you use the process and put into practice what you learn. Some of the benefits available from therapy include:

- Attaining a better understanding of yourself, your goals and values
- Developing skills for improving your relationships
- Finding resolution to the issues or concerns that led you to seek therapy
- Learning new ways to cope with stress and anxiety
- Managing anger, grief, depression, and other emotional pressures
- Improving communications and listening skills
- Changing old behavior patterns and developing new ones
- Discovering new ways to solve problems in your family or marriage
- Improving your self-esteem and boosting self-confidence

MEETINGS/THERAPY SESSIONS

I normally conduct an evaluation that will last from 2 to 4 sessions. During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, I will usually schedule one 50-minute session (one appointment hour of 50 minutes duration) per week at a time we agree upon, although some sessions may be longer or more frequent.

SCHEDULING/PATIENT RESPONSIBILITY

Scheduling presents a special problem in private therapy because once a given hour is blocked out for a particular person; it cannot be filled again on short notice. **Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 (preferably 48) hours advance notice of cancellation, under all circumstances. It is important to note that insurance companies do not provide reimbursement for cancelled sessions and you will be responsible to pay for a missed session at the full rate at your next therapy session. If you choose not to return to therapy, bills will be sent to the address provided.**

PROFESSIONAL FEES

INDIVIDUAL PSYCHOTHERAPY SESSIONS:

Initial evaluations are **\$147.00** per 60-minute session.
Follow-up sessions are **\$100.00** per 50-minute session.

CONJOINT AND COLLATERAL (COUPLES/MARRIAGE/FAMILY) PSYCHOTHERAPY SESSIONS:

Initial evaluations are **\$170.00** per 60 min session.
Follow-up sessions are **\$150.00** per 50 min session.

PHONE CALLS & EMAIL COMMUNICATION:

At the usual hourly (50 min session) rate of **\$100.00 (\$2.00 per min)**, beginning with a minimum **\$30.00** charge per call or email. There will not be a charge for scheduling or billing questions that are less typically 5 minutes or less.

Please be advised that if you have anonymous call rejection and block telephone callers who block their phone number, it will be difficult to contact you by phone. Often it is not possible to return calls until the evening hours and in order to protect privacy when making calls from home, I will block my home phone number. I will charge this amount for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 5 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 me.

COURT FEES

The rate for all court-involved services is **\$200.00** per hour, with a four-hour minimum (**\$800.00**) to be paid in advance. This includes preparation time, travel, and waiting time.

PAYMENT

All fees are payable each session at the time of service. Please discuss with me when financial circumstances make it difficult to pay your bill on a weekly basis as large balances may result in straining both you and me personally and in our work together. All balances due after 30 days will be subject to a 1.5% monthly charge.

If your account is more than 60 days in arrears and suitable arrangements for payment have not been made, I have the option of suspending or discontinuing treatment and after a brief time period devoted to the termination of our work, and will provide the names of other therapists or clinics.

Should checks be returned by my bank for insufficient funds or any other reason, you will be re-billed for the therapy sessions and any charges that are applied to me, to include a returned check charge and/or redeposit fee. Further, should returned checks be an issue, you may be requested to pay for services in cash.

ABOUT USING YOUR HEALTH INSURANCE:

You should carefully read the section in your insurance coverage booklet that describes outpoint mental health services and types of providers your health insurance plans covers. If you have questions about the coverage, call your plan administrator

You should also be aware that your contract with your health insurance company requires that I provide it with information relevant to the services that I provide to you. Pennsylvania permits me to send some information without your consent in order to file appropriate claims. I am required to provide them with a clinical diagnosis. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, I will make every effort to release only the minimum information about you that is necessary for the purpose requested. Pennsylvania law prevents insurers from making unreasonable demands for information, but there are no specific guidelines about what unreasonable includes. If I believe that your health insurance company is requesting an unreasonable amount of information, I will call it to your attention and we can discuss what to do. You can instruct me not to send requested information, but this could result in your claims not being paid and an additional financial burden being placed on you. Once the insurance company has this information, it 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, I have 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. I will provide you with a copy of any report I submit, if you request it. By signing this Agreement, you agree that I can provide requested information to your carrier.

It is important to remember that you always have the right to pay for my services yourself and not submit superbill claims to your insurance company to avoid the problems described above.

USING YOUR HEALTH INSURANCE:

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. I am currently a participating Provider with Highmark Blue Shield and will gladly bill for treatment services. However, you will be responsible for any Co-Payments, Co-Insurance Payments and/or unmet deductibles contracted with your health insurance company. As such, you will need to provide payment to me at the time of service with regard to the terms of your health insurance policy/plan.

For other insurance companies, I am an Out-Of-Network Provider. If you wish to still use your insurance company for treatment services, I will gladly bill your insurance company; however, you will be responsible for any Co-Pays, Co-Insurance Payments or other services not covered by your insurance company, such as Member Liability Amount. As such, you will need to

provide payment to me at the time of service with regard to the terms of your health insurance policy/plan.

If you wish to use your health insurance company for treatment services, our office will contact the said insurance company upon receiving front and back copies of your insurance card, a release to speak with the said insurance company and relevant member information to obtain benefit information (deductible, co-payment, co-insurance information, member liability, etc.). Such information will be relayed to you and we will then agree upon a set fee in adherence to your health insurance policy as it relates to outpatient mental health treatment services.

INSURANCE REIMBURSEMENT

If you opt to personally submit receipts for health insurance company reimbursement, I will fill out forms and provide a superbill upon request that you may submit for reimbursement. Submission for reimbursement and the specific requirements of your insurance carrier are your responsibility. If you opt for this arrangement, you (not your insurance company) are responsible for full payment of my fees at the time of service. You will need to contact your insurance company to find out exactly what mental health services/benefits your insurance policy covers. Please note that occasionally, health insurance companies will send reimbursement checks to me. In the event that this should occur, I will cash the check and provide you with the amount of the check. Copies of the check will be provided and your signature will be requested indicating that you have received monies owed to you by your health insurance company that were paid to me.

INSURANCE REPORTS

If your health insurance company is requesting a detailed treatment report, summary and/or treatment plan requests beyond normal expectations, a **\$35.00** charge per report will be billed. This rate may increase depending on details requested and your specific treatment plan.

STATEMENTS OR SUPERBILLS

In support of our environment, I will provide for your records or insurance reimbursement upon request. Upon request these can be issued on a monthly, quarterly or yearly basis. If you do not request a statement, they will not automatically be given to you. A receipt will be generated following each session that contains sufficient information that can be forwarded to insurance companies for reimbursement.

LETTERS

From time to time, Patients have requested letters detailing their treatment history. Should you request a letter for whatever reason detailing your treatment history, recommendation, and/or progress in therapy, you will be billed according to my hourly rate of 100.00 per hour or \$2.00 per minute to compile information, develop letter and mail. Please note, a collaborative effort with you in regards to information in requested letter will need to occur, followed by a signed release to said party prior to mailing. A copy will be retained in your chart, and if appropriate, a copy will be provided to you as well. Please note, I spend a considerable amount of time to develop thoughtful letters in support of your needs. As such, this takes valuable time away from my other patients necessitating the above listed charge.

REFERRAL PROCESS

Please note that at the time of your initial appointment, you will be requested to sign a release so that I may contact your referring agent with regards to your intentions and our collaborative treatment agreement/arrangement or your failure to follow through with recommended services. A referring agent typically means parents (if under age), school personnel, therapists, treatment programs, probation officers, physicians, psychiatrists, etc. A referring agent **does not include** friends, family, co-workers, and/or current or former patients that might have referred you to me. If after a period of time you choose not to engage in therapy services, evidenced by your failure to make scheduled appointments or return calls, notification will be sent to your referring agent. Upon successful termination of treatment services or mutual agreement to terminate such services, notification will be made to your referring agent as well. In the event that additional referrals are made, as highlighted below, such information will additionally be forwarded to your referring agent. This type of contact may be in the form of a letter or telephone call.

Further, I often work closely with Primary Care Physicians/Physicians/Psychiatrists and will dialogue with them as needed with your permission. I am a proponent of initially providing the least restrictive form of intervention, in other words, outpatient mental health therapy sessions. As such, you may be initially referred to my practice for talk therapy purposes; however, if through therapy, relief is not achieved, I may recommend that you seek additional intervention that might include more sessions per week, longer sessions and/or medication intervention in conjunction with ongoing outpatient therapy services with me. Should this occur, we will discuss at length and make amendments to your treatment. In the event that medication intervention be agreed upon, a referral will be provided and I will gladly speak with your Physician or provide you with names of local Psychiatrists. Should you not comply, I may opt to terminate treatment services with you and will provide you with a referral for treatment services elsewhere. Please note that medication alone is not sufficient therapy. Significant research on this topic demonstrates that combined medication intervention and therapy sessions are more effective than just taking medications.

In the event that you come to treatment as a couple and/or family, requesting said services, but through the course of therapy decide upon individual treatment sessions, all parties must agree prior to making such agreements. In the event that parties do not agree, I will provide you with names of therapist that can provide requested services so as not to jeopardize our established relationship. This is also relevant should you be my patient and request to bring another party in for treatment services. My first priority is providing a safe space for the initial person seeking services. If that person is feeling threatened or uncomfortable incorporating another party, then a referral will be made for the additional person to seek treatment services elsewhere.

Of note, I may make a clinical decision to incorporate family members/parents/partners/spouses into our therapy sessions. Such decisions will be discussed at length with the primary patient prior to occurring. Further, I may recommend that participants initially engaged in couples/family therapy attend individual sessions separate from the couple or family. If agreed upon and deemed appropriate by all participants, I will more than happy to provide such services. If not agreed upon or discomfort is observed with said recommendation, a referral to another agency for such services will be provided.

MY THEORETICAL ORIENTATION

Today you are one step closer to a new you where you feel empowered and on a positive path to growth and well-being. If you're looking for extra support and guidance through a challenging situation or you're just ready to move in a new direction in your life, I look forward to working with you to achieve your goals. As a solution-focused therapist, my goal is to help you uncover your true potential and lead a life that is worth celebrating. While we can't change difficult situations of the past, we can work together to better understand and resolve challenges in your life. By applying complementary therapy approaches and techniques, we will unearth long-standing behaviors, cognitions, and /or emotional patterns, and/or negative perceptions that may be holding you back from experiencing a more fulfilling and meaningful life. I work with a wide range of emotional and behavioral issues providing individual, couples/marital, family, and group counseling services. Treatment specialization includes the following: Therapy for Depression and Anxiety; Couples Counseling; Family Counseling; Parenting Support; Grief/Bereavement/Loss Counseling; Work and Career Issues; Stress Management; Addiction and Recovery; Conflict Resolution; Social Skill Development; and Trauma depression and grief counseling to parenting support, couples counseling and beyond. In a comfortable and supportive atmosphere, I offer a highly personalized approach tailored to each of my clients individual needs to help attain the personal growth they deserve and are striving for.

MY RULES OF THERAPY

Under no uncertain circumstances are you to come to therapy under the influence of alcohol, illicit drugs, or overmedicated. If I suspect that you are under the influence you will be asked to call a reliable person to be provided a ride to a safe place. If you object, and choose to drive, I have no other option then to notify authorities of your intent to put others at risk, this may include contacting the Police and/or hospital.

If you repeatedly cancel appointments, no show for appointments or fail to pay at the time of session after three (3) occasions I will terminate treatment services with you and provide you with a referral list. Under these conditions, should another referring agency contact me, I will indicate the reason for my decision to terminate services. Further, if you fail to contact me after I have repeatedly contacted you; I will follow up with a letter indicating termination of treatment services. Just as your time is precious and valuable, so is mine. Often, I have several patients waiting for treatment slots and my preference to provide services to those wishing to adhere to my scheduling policy. Please don't make appointments if you can't appear for them. **YOU WILL BE CHARGED THE FULL FEE FOR MISSED THERAPY SESSIONS PAYABLE AT YOUR NEXT VISIT.**

If, at anytime I feel as though I can no longer provide you with the services you require and/or need, we will discuss termination and referral to either a practice/facility that can provide more intensive services.

CONTACTING ME

Due to my work schedule, I am often not immediately available by telephone. I am typically in the office Mondays and Wednesdays 9:00am-8:00pm, most weekday evenings 6:30-8:30pm and Saturdays 9:00am-12:00pm.

With respect to phone calls, I utilize voice mail, which I routinely screen, during the workday. Calls will be returned during work hours, 10:00 a.m. – 8:00 p.m., Monday through Friday. If you are difficult to reach, please inform me of some times when you will be available. If there is a crisis or an emergency situation (as I am not a critical care service), please utilize your local hospital emergency room, Primary Care Physician, Crisis Intervention and/or Police Department, etc.

Telephone calls over five (5) minutes in duration are billed at the usual hourly rate (\$100 per 50 min. or \$2.00 per minute) and are usually kept brief unless a session by phone has been scheduled in advance.

My schedule includes professional/vacation time throughout the year during which I am out of the office and include major holidays and summer vacations. Typically, sufficient advance notice of therapist absences is given and it is your responsibility to inform your clinician if you want to be seen by another therapist so that such arrangements can be made in advance.

HIPPA/LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a therapist. In most situations, I 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 Pennsylvania law. However, in the following situations, no authorization is required:

- I may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. The other professionals are also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together. I will note all consultations in your Clinical Record (which is called "PHI" in my Notice of Policies and Practices to Protect the Privacy of Your Health Information).
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- 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 therapist-patient privilege law. I cannot provide any information without your written authorization, or a court order. 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, I may be required to provide it for them.
- If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.

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

- If I have reason to believe that a child or vulnerable adult has been subjected to abuse or neglect, or that a vulnerable adult has been subjected to self-neglect, or exploitation, the law requires that I file a report with the appropriate government agency, usually the local office of Children and Youth Services. Once such a report is filed, I may be required to provide additional information.
- If I know that a patient has a propensity for violence and the patient indicates that he/she has the intention to inflict imminent physical injury upon a specified victim(s), I may be required to take protective actions. These actions may include establishing and undertaking a treatment plan that is calculated to eliminate the possibility that the patient will carry out the threat, seeking hospitalization of the patient and/or informing the potential victim or the police about the threat.
- If I believe that there is an imminent risk that a patient will inflict serious physical harm or death on him/herself, or that immediate disclosure is required to provide for the patient's emergency health care needs, I may be required to take appropriate protective actions, including initiating hospitalization and/or notifying family members or others who can protect the patient.

If such a situation arises, I will make every effort to fully discuss it with you before taking any action and I will limit my 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 I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

You should be aware that, pursuant to HIPAA, I 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 I receive 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 disclosure is reasonably likely to endanger the life or physical safety of you or another person, 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, I recommend that you initially review them in my presence, or have them forwarded to another mental health

professional so you can discuss the contents. In most circumstances, I am allowed to charge a copying fee of \$.69 per page (prep fee of \$21 and cost of shipping and handling). The exceptions to this policy are contained in the attached Notice Form. If I refuse your request for access to your Clinical Records, you have a right of review, which I will discuss with you upon request.

In addition, I also keep a set of Psychotherapy Notes. These Notes are for my own use and are designed to assist me 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, my analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to me 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 I determine that knowledge of the health care information would be injurious to your health.

PATIENT RIGHTS

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information from your Clinical Records 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 my policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

MINORS & PARENTS

Patients under 16 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child's treatment records. While privacy in psychotherapy is very important, particularly with teenagers, parental involvement is also essential to successful treatment. Therefore, it is usually my policy to request an agreement from any patient between under 18 and his/her parents allowing me to share general information about the progress of treatment and their child's attendance at scheduled sessions. I 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 I feel that the child is in danger or is a danger to someone else, in which case, I will notify the parents of my concern. Before giving parents any information, I will discuss the matter with the child, if possible, and do my 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 we agree 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. Statements and Superbills are provided upon request; however, receipts will be provided following each therapy session.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have 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 me to disclose otherwise confidential information. In most collection situations, the only information I release 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.]

PENNSYLVANIA NOTICE FORM

Notice of Policies and Practices to Protect the Privacy of Your Patient's 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

I may *use* or *disclose* your *protected health information (PHI)*, for *treatment, payment, and health care operations* purposes with your *written authorization*. 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 I provide, coordinate, or manage your health care and other services related to your health care. An example of treatment would be when I consult with another health care provider, such as your family physician or another psychologist.
 - **Payment** is when I obtain reimbursement for your healthcare. Examples of payment are when I disclose 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 my 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 my [office, clinic, practice group, etc.] such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- **"Disclosure"** applies to activities outside of my [office, clinic, practice group, etc.], such as releasing, transferring, or providing access to information about you to other parties.
- **"Authorization"** is your written permission to disclose confidential mental health information. All authorizations to disclose must be on a specific legally required form.

II. Other Uses and Disclosures Requiring Authorization

I may use or disclose PHI for purposes outside of treatment, payment, or health care operations when your appropriate authorization is obtained. In those instances when I am asked for information for purposes outside of treatment, payment, or health care operations, I will obtain an authorization from you before releasing this information. I will also need to obtain an authorization before releasing your Psychotherapy Notes. "Psychotherapy Notes" are notes I have made about our conversation during a private, group, joint, or family counseling session, which I have kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI.

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) I have relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, law provides the insurer the right to contest the claim under the policy.

III. Uses and Disclosures without Authorization

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

- **Child Abuse** – If I have reason to believe that a child has been subjected to abuse or neglect, I must report this belief to the appropriate authorities.
- **Adult and Domestic Abuse** – I may disclose protected health information regarding you if I reasonably believe that you are a victim of abuse, neglect, self-neglect or exploitation.
- **Health Oversight Activities** – If I receive a subpoena from the Commonwealth of Pennsylvania Department of State Bureau of Professional and Occupational Affairs because they are investigating my practice, I must disclose any PHI requested by the Board.
- **Judicial and Administrative Proceedings** – If you are involved in a court proceeding and a request is made for information about your diagnosis and treatment or the records thereof, such information is privileged under state law, and I will not release information without your written authorization or a court order. The privilege does not apply when you are being evaluated or 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 you communicate to me a specific threat of imminent harm against another individual or if I believe that there is clear, imminent risk of physical or mental injury being inflicted against another individual, I may make disclosures that I believe are necessary to protect that individual from harm. If I believe that you present an imminent, serious risk of physical or mental injury or death to yourself, I may make disclosures I consider necessary to protect you from harm.

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. However, I am 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 me. On your request, I 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 in my mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. I may deny your access to PHI under certain circumstances, but in some cases you may have this decision reviewed. You have the right to inspect or obtain a copy (or both) of Psychotherapy Notes unless I believe the disclosure of the record will be injurious to your health. On your request, I will discuss with you the details of the request and denial process for both PHI and Psychotherapy Notes.
- ***Right to Amend*** – You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. I may deny your request. On your request, I 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. On your request, I 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 me upon request, even if you have agreed to receive the notice electronically.

Therapist's Duties:

- I am required by law to maintain the privacy of PHI and to provide you with a notice of my legal duties and privacy practices with respect to PHI.
- I reserve the right to change the privacy policies and practices described in this notice. Unless I notify you of such changes, however, I am required to abide by the terms currently in effect.
- If I revise my policies and procedures, I will supply you with a revised copy of this document.

V. Complaints

If you are concerned that I have violated your privacy rights, or you disagree with a decision I made about access to your records, you may contact Gwen E. Rock, Psy.D, LPC at 717-762-4339.

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 1, 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 providing you a copy of the notice upon revision.

Rev. 06/2010

Your signature below indicates that you have **read and understand** the information in this Psychotherapist and Patient Agreement, including the Pennsylvania Notice Form regarding practices to protect the privacy of your PHI, and agree to abide by **all** terms indicated in this document during our professional relationship.

Client/Responsible Party Signature

Printed Name

Date

Client/Responsible Party Signature

Printed Name

Date

Client/Responsible Party Signature

Printed Name

Date

Address for Billing and/or Office Correspondence

(This authorizes me to send identifying information to this address).

Phone No(s) for Office Contact

(This authorizes my office to contact you at this/these number(s). Messages will indicate a first name of the caller (myself or office manager) and a number for return contacts from you. This includes leaving messages on answering machines or voice mail. Please **DO NOT** include numbers where you prefer not to be contacted or have messages left for you).

E-Mail Address

Cell Phone Number

Appointment reminders are typically made the day before in the form of telephone calls in the manner described above. Appointment reminders may be sent via email to your email address or cell phone if requested. **(Please be advised that NO e-mail or text messaging correspondence is considered confidential and may be recovered by other parties at any time. You may lose your right to confidentiality by corresponding with me by e-mail and by receiving correspondence from me by e-mail).**

Your signature above indicates your approval of receiving e-mail and/or cell text messaging from me and knowing the limits of confidentiality.