



# Evolutionary Wellbeing

Psychological & Counseling Services for optimal mental, physical & relational health

## Registration

### ***Patient Information***

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First Name M.I. Last Name

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Home Address Street

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City State Zip

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Date of Birth Age Sex

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Social Security Number Marital Status

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Home Phone Work Phone Cell Phone

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Email

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Highest Grade Completed Diploma or Degree

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Religious Preference (optional)

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Employer or School

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Address

### ***About Your Spouse (or Parents of Child)***

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Spouse/Parent Names Phone

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Employer

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Address

***Family Members with whom you are living***

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Name	Relationship	Age
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Name	Relationship	Age
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Name	Relationship	Age
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Name	Relationship	Age
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Name	Relationship	Age
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***Financially responsible person***

Self       Spouse       Parent       Other \_\_\_\_\_

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Name	Date of Birth
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Address

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Employer	Phone
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***How did you find out about our services?***

Friend       Doctor       Attorney       Minister       School

Counselor       Other \_\_\_\_\_

Please specify

***May we thank them for referring you?      Yes      No***

***If Yes,***

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Name

***Family Physician***

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Name	Phone
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Address

***Previous Mental Health Care***

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Doctor's Name/Institution	Dates
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Doctor's Name/Institution	Dates
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***Current Medications***

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Medication	Dose	Reason
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Medication	Dose	Reason
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Medication	Dose	Reason
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***Allergies***      Yes      No

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Please Identify

***Current Health Problems***

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***Have you had any major surgery? Yes No***

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***Anything else you would like us to know?***

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**Health Insurance**

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Primary Health Insurance Company

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Address

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ID No.

Group No.

Subscriber and DOB

**Consent, Authorization, and Assignment Agreement**

I, \_\_\_\_\_, understand that I am financially responsible for all charges whether or not paid by the insurance. If a provider for my insurance, I here by authorize Evolutionary Wellbeing and my Clinician to apply for benefits on my behalf for services rendered. I request that payment will be made directly to my Clinician. I affirm that the information provided regarding my insurance coverage is true and accurate. I further authorize the release of any necessary medical or other information for this or any other claim to any insurance company. A copy of this consent, authorization and assignment agreement may be used in place of the original. This agreement will remain in effect until revoked by me in writing. I agree to assume responsibility for all charges incurred should collection of this balance become necessary. I agree to assume responsibility for all charges incurred should collection of this balance become necessary, including court costs and attorney fees. I also understand that I will be charged \$25.00 for any checks returned by my bank. I have received a copy and understand my rights regarding the HIPPA Notice of Privacy Practices.

Date \_\_\_\_\_ Signature \_\_\_\_\_

## Contract For Services & Fee Policy

1. Following is the contract for services between your provider (Clinician) and \_\_\_\_\_ (Client). This contract is dated \_\_\_\_/\_\_\_\_/\_\_\_\_, and will remain in effect until both parties agree to written changes.

### 2. Credentials:

- Your Clinician is a qualified licensed professional in independent practice. Agreements are made between the Client and Clinician based on the Client needs and the Clinician's expertise. Your Clinician is committed to providing professional mental health care or nutritional consultation to Client.

### 3. Client Rights and Important Information:

- Client is entitled to receive information about methods of therapy, therapy techniques used, the duration of therapy (if it can be determined by Clinician), and fee structure.
- Generally, the information provided by and to Client during therapy sessions is legally confidential, meaning that the Clinician cannot disclose confidential information without the Client's consent. Noted exceptions to this general rule are: \*For more detailed information, see the attached Notice of Privacy Practices (NPP).
  - If you sign a written Release of Information for a specific person.
  - When the clinician suspects or determines, the client is a danger to themselves or others.
  - Information concerning abuse of children or vulnerable adults.
  - Case consultation with other mental health professionals. \*No identifying information will be shared.
  - When a court order or subpoena requires release of Client records.
  - To defend myself in a lawsuit by a client.
  - \*Note, if you are using Employee Assistance Program (EAP) services, the EAP, not your employer, will be notified of your session dates, assessed issues, and the therapist's clinical recommendations.
- We ask Client to also discuss any dissatisfaction with Clinician directly so we can improve the quality of our care. Client may also contact Vivian A. Shelton, Psy.D. Director, Evolutionary Wellbeing. Client has the right to express any grievances regarding dissatisfaction with therapy services. Client may send a written complaint to the Secretary of the U.S. Department of Health and Human Service.

### 4. Fee Information:

- Fees are due at the end of each session. Clients are required to fill out a Credit Card Authorization form for any deductibles not met, copayments/co-insurance which are not transparent or met at the time of service, and late cancellation or missed appointment fees.
- Fee Structure for Sessions:
  - 60 Min. Assessment: \$200
  - 53-60 Min. Individual: \$185
  - 45-50 Min. Individual: \$165
  - 53-60 Min. Couple/Family: \$185

- Psychological Evaluations for Bariatric Surgery Fee is \$495.00.
  - Report Writing Fee: \$250 per hour
  - Client may be charged a fee for requests to fill out a form for work, school, or other.  
Fee is dependent on the request of information and amount of time required to complete the form. Defer to your Clinician.
  - \*Note, if you are using EAP services, the EAP is responsible for payment for all authorized visits.
- **Full fee will be charged for any missed or canceled appointments with less than 24 business hours notice.** Monday appointments must be canceled by Saturday. One “exception pass” will be given each year for an emergency, illness, or circumstance beyond your control.
  - There will be a \$35.00 fee for any returned checks.
  - Outstanding payments that are not received within 60 days will be charged a \$25 late fee.
  - Payments not received 6 months or later may be sent to a collections agency if arrangements have not been made or followed through.
  - No charges will be assessed for brief or occasional telephone calls. However, if there are frequent telephone calls lasting more than 10 minutes, Client will be billed at a prorated rate of an individual 60 minute session..
  - Fees may change in the future and Client will be notified in writing at least 30 days prior to any fee change.
  - Fee Payments or Co-payments are due at the end of each appointment. If the Clinician is paneled with the Client’s insurance company, as a courtesy, insurance companies are billed through the Evolutionary Wellbeing office. Attempts will be made to obtain information from insurance companies regarding the Client’s coverage. However, there are times when the information given, is not accurate. While attempts will be made to try and collect from insurance companies, please note that ultimately the Client is responsible for the bill.

## 5. Office Policies

- Effective psychotherapy or consultation requires a good match between Client and Clinician. The first couple of sessions will determine if Clinician is the right provider for Client. If not, Clinician will help you find a provider who could better meet Client needs.
- Clinician will do their best to help Client achieve their goals, but cannot guarantee any particular result. The more active a role Client takes in treatment, the more Client will benefit from the services rendered.
- Lateness on the part of the Client does not alter the session fee or the ending time of the session. Lateness on the part of the Clinician will always be made up.
- In the event of inclement weather, please call the office to find out if sessions are cancelled. If Fairfax County Government is closed, and Client is unable to make it to their scheduled appointment, Client will not be charged for the missed session.
- Court reports, recommendations for custody, disability applications, or psychological testing may not be offered services by your Clinician. If you require these documents, Clinician can refer you to a specialist. If your Clinician is able to provide any of the above documentations, Client will be charged the report fee per hour.
- While sessions may be intimate emotionally and psychologically, it is important to know the relationship between Client and Clinician is professional and not a friendship. Contact is limited to paid therapeutic sessions as well as phone or email contact for the purpose of administrative needs or scheduling requests.
- The Protected Health Information about Client in the clinical record is available for you to review. Unless disclosing the record to Client will likely endanger Client or someone else’s safety, Client can review or receive a copy of the records if a request is made in writing 30 days in advance. Due to the sensitive nature of these records, it is recommended to review them with your clinician present. There is a standard copying fee of \$.25 per page.

- Alternatively, Client has a right to a summary of services sent to Client or to another provider.
- Client has the right to terminate services at any time. It is most helpful and recommended that Client discuss termination with Clinician before discontinuing.

6. Emergencies and After Hours:

- Office phone is for non-emergency voicemail only. Your clinician does not offer after hour emergency services.
- **If you have an Mental Health or Medical emergency, please call 911, go to your nearest emergency room.**

By my signature I am affirming that I understand and accept the policy described in this document and that I have received copies of the Notice of Privacy Practices. By agreeing to psychotherapeutic treatment, I understand that services will be rendered in a professional manner, consistent with accepted ethical standards.

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Client Signature

Date

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Guardian Signature (if Client is under 18)

Date

If Client is under eighteen years of age, responsible Guardian agrees to all terms and conditions of contract and is legally bound by the same terms as Client.

\_\_\_\_\_ (Guardian's name).

## INFORMED CONSENT FOR TELEPSYCHOLOGY

This Informed Consent for Telepsychology contains important information focusing on doing psychotherapy using the phone or the Internet. Please read this carefully, and let your therapist know if you have any questions. When you sign this document, it will represent an agreement between you and your therapist.

### Benefits and Risks of Telepsychology

Telepsychology refers to providing psychotherapy services remotely using telecommunications technologies, such as video conferencing or telephone. One of the benefits of telepsychology is that the client and clinician can engage in services without being in the same physical location. This can be helpful in ensuring continuity of care if the client or clinician moves to a different location, takes an extended vacation, or is otherwise unable to continue to meet in person. It is also more convenient and takes less time. Telepsychology, however, requires technical competence on both our parts to be helpful. Although there are benefits of telepsychology, there are some differences between in-person psychotherapy and telepsychology, as well as some risks. For example:

- Risks to confidentiality. Because telepsychology sessions take place outside of the therapist's private office, there is potential for other people to overhear sessions if you are not in a private place during the session. On my end I will take reasonable steps to ensure your privacy. But it is important for you to make sure you find a private place for our session where you will not be interrupted. It is also important for you to protect the privacy of our session on your cell phone or other device. You should participate in therapy only while in a room or area where other people are not present and cannot overhear the conversation.
- Issues related to technology. There are many ways that technology issues might impact telepsychology. For example, technology may stop working during a session, other people might be able to get access to our private conversation, or stored data could be accessed by unauthorized people or companies.
- Crisis management and intervention. Usually, I will not engage in telepsychology with clients who are currently in a crisis situation requiring high levels of support and intervention. Before engaging in telepsychology, we will develop an emergency response plan to address potential crisis situations that may arise during the course of our telepsychology work.
- Efficacy. Most research shows that telepsychology is about as effective as in-person psychotherapy. However, some therapists believe that something is lost by not being in the same room. For example, there is debate about a therapist's ability to fully understand non-verbal information when working remotely.

## **Electronic Communications**

I am currently using [ZOOM®](https://Zoom.us), an encrypted, HIPAA compliant telemedicine platform, to offer telepsychology services. Detailed information about [ZOOM®](https://Zoom.us) is available at <https://Zoom.us>. You may have to have a certain computer or cell phone systems to use this service. You are solely responsible for any cost to you to obtain any necessary equipment, accessories, or software to take part in telepsychology.

For communication between sessions, I only use text messaging with your permission and only for administrative purposes unless we have made another agreement. This means that text messages with my office should be limited to brief administrative matters. This includes things like setting and changing appointments, billing matters, and other related issues. You should be aware that I cannot guarantee the confidentiality of any information communicated by text. Therefore, I will not discuss any clinical information by text and prefer you do not either. Also, I do not regularly check my texts, nor do I respond immediately, so this method **should not** be used if there is an emergency. If you wish to communicate clinical information to me outside of session, please use the encrypted, HIPAA compliant Patient Portal® email system only. Please be aware that while I try to check my Patient Portal® email daily, I cannot guarantee a same-day response to your message. Patient Portal® **should not** be used if you are in an emergency situation.

Treatment is most effective when clinical discussions occur at your regularly scheduled sessions. But if an urgent issue arises, you should feel free to attempt to reach me by phone. I will try to return your call within 24 hours except on weekends and holidays, or when I am on a scheduled vacation. If you are unable to reach me and feel you cannot wait for me to return your call, contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact in my absence if necessary.

## **Confidentiality**

I have a legal and ethical responsibility to make my best efforts to protect all communications that are a part of our telepsychology. However, the nature of electronic communications technologies is such that I cannot guarantee that our communications will be kept confidential or that other people may not gain access to our communications. I will try to use updated encryption methods, firewalls, and back-up systems to help keep your information private, but there is a risk that our electronic communications may be compromised, unsecured, or accessed by others. You should also take reasonable steps to ensure the security of our communications (for example, only using secure networks for telepsychology sessions and having passwords to protect the device you use for telepsychology).

The extent of confidentiality and the exceptions to confidentiality outlined in Evolutionary Wellbeing's general Informed Consent Form still apply in telepsychology. Please let me know if you have any questions about exceptions to confidentiality.

## **Appropriateness of Telepsychology**

From time to time, we may schedule in-person sessions to “check-in” with one another. I will let you know if I decide that telepsychology is no longer the most appropriate form of treatment for you. We will discuss options of engaging in in-person counseling or referrals to another professional in your location who can provide appropriate services.

## **Emergencies and Technology**

Assessing and evaluating threats and other emergencies can be more difficult when conducting telepsychology than in traditional in-person psychotherapy. To address some of these difficulties, we will create an emergency plan before engaging in telepsychology services. I will ask you to identify an emergency contact person who is near your location and who I will contact in the event of a crisis or emergency to assist in addressing the situation. I will ask that you sign the authorization below, allowing me to contact your emergency contact person as needed during such a crisis or emergency.

If the session is interrupted for any reason, such as the technological connection fails, and you are having an emergency, do not call me back; instead, call 911, or go to your nearest emergency room. Call me back after you have called or obtained emergency services.

If the session is interrupted and you are not having an emergency, disconnect from the session and I will wait two (2) minutes and then re-contact you via doxy.me®. If you do not receive a call back within two (2) minutes, then call me on the phone number I provided you. If there is a technological failure and we are unable to resume the connection, you will only be charged the prorated amount of actual session time.

## **Fees**

The same fee rates will apply for telepsychology as apply for in-person psychotherapy. However, insurance or other managed care providers may not cover sessions that are conducted via telecommunication. If your insurance, HMO, third-party payor, or other managed care provider does not cover electronic psychotherapy sessions, you will be solely responsible for the entire fee of the session. Please contact your insurance company prior to our engaging in telepsychology sessions in order to determine whether these sessions will be covered.

## **Records**

The telepsychology sessions shall not be recorded in any way unless agreed to in writing by mutual consent. I will maintain a record of our session in the same way I maintain records of in-person sessions in accordance with my policies.

## **Informed Consent**

This agreement is intended as a supplement to the general informed consent that we agreed to at the outset of our clinical work together and does not amend any of the terms of that agreement.

Your signature below indicates agreement with its terms and conditions.

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

\_\_\_\_\_  
Therapist

\_\_\_\_\_  
Date



# Evolutionary Wellbeing

Psychological & Counseling Services for optimal mental, physical & relational health

## Emergency Contact

I, \_\_\_\_\_ give permission for my Therapist,

\_\_\_\_\_ to contact

\_\_\_\_\_ if there is an emergency situation.

(First Name, Last Name, Phone #)

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Therapist

\_\_\_\_\_  
Date



**Credit Card Authorization Form**

Name on the Card: \_\_\_\_\_

Type of Card:    Visa     MC     AmEx     Discover   
   Other  \_\_\_\_\_

Account Number \_\_\_\_\_  
Expiration Date \_\_\_\_\_  
Security Code \_\_\_\_\_  
Billing Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone Number \_\_\_\_\_

Your EWB Clinician will charge your account for:

- Deductible amount not met
- Copayment/Co-insurance amount
- Full Fee for Late Cancellations (less than 24 hours advanced notice) or Missed Appointment (with no notice). ***Please note 1 Late Cancellation or Missed Appointment is waived per year.***

**By signing this form, you authorize \_\_\_\_\_  
to charge your card for the amount(s) listed above.**

**You will be notified by your Clinician or EWB when your card is charged. This authorization will be shredded at the termination of the therapeutic relationship.**

Signed: \_\_\_\_\_ Date \_\_\_\_\_

# HIPAA NOTICE OF PRIVACY PRACTICES

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

**II IT IS YOUR CLINICANS DUTY TO SAFEGUARD YOUR PROTECTED HEALTH INFORMATION (PHI).**

By law your Clinician is required to insure that your PHI is kept private. The PHI constitutes information created or noted by your Clinician that can be used to identify you. It contains data about your past, present, or future health or condition, the provision of health care services to you, or the payment for such health care. Your Clinician is required to provide you with this Notice about their privacy procedures. This Notice must explain when, why, and how your Clinician would use and/or disclose your PHI. Use of PHI means when your Clinician share, apply, utilize, examine, or analyze information within their practice; PHI is disclosed when your Clinician release, transfer, give, or otherwise reveal it to a third party outside of their practice. With some exceptions, your Clinician may not use or disclose more of your PHI than is necessary to accomplish the purpose for which the use or disclosure is made; however, your Clinician is always legally required to follow the privacy practices described in this Notice.

Please note that your Clinician reserves the right to change the terms of this Notice and my privacy policies at any time as permitted by law. Any changes will apply to PHI already on file with your Clinician. Before your Clinician makes any important changes to their policies, your Clinician will immediately change this Notice and post a new copy of it in the office and on the website. You may also request a copy of this Notice from your Clinician, or you can view a copy of it in the office.

**Please keep in mind that your Clinician cannot protect any information that is transmitted via email, cell phone, text or other electronic device. Your Clinician cannot prevent you from communicating with him or her via these devices NOR can your Clinician insure that you have complete confidentiality in these situations.** Please note that all records are stored in a secure location. Please also note that your Clinician's devices all have passwords and security measures in place to protect your confidential information.

**III. HOW YOUR CLINICIAN WILL USE AND DISCLOSE YOUR PHI.**

Your Clinician will use and disclose your PHI for many different reasons. Some of the uses or disclosures will require your prior written authorization; others, however, will not. Below you will find the different categories of my uses and disclosures, with some examples.

**A. Uses and Disclosures Related to Treatment, Payment, or Health Care Operations Do Not Require Your Prior Written Consent.** Your Clinician may use and disclose your PHI without your consent for the following reasons:

**1. For treatment.** Your Clinician can use your PHI within the practice to provide you with mental health treatment, including discussing or sharing your PHI with trainees and interns. Your Clinician may disclose your PHI to physicians, psychiatrists, psychologists, and other licensed health care providers who provide you with health care services or are otherwise involved in your care. Example: If a psychiatrist is treating you, Your Clinician may disclose your PHI to her/ him in order to coordinate your care.

**2. For health care operations.** Your Clinician may disclose your PHI to facilitate the efficient and correct operation of the practice. Examples: Your Clinician may also provide your PHI to his or her attorneys, accountants, consultants, and others to make sure that your Clinician is in compliance with applicable laws.

**3. To obtain payment for treatment.** Your Clinician may use and disclose your PHI to bill and collect payment for the treatment and services your Clinician provided you. Example: Your Clinician might send your PHI to your insurance company or health plan in order to get payment for the health care services that your Clinician provided to you. Your Clinician could also provide your PHI to business associates, such as billing companies, claims processing companies, and others that process health care claims for their office.

**4. Other disclosures.** Examples: Your consent isn't required if you need emergency treatment provided that your Clinician attempts to get your consent after treatment is rendered. In the event that your Clinician tries to get your consent but you are unable to communicate with your Clinician (for example, if you are unconscious or in severe pain) but your Clinician thinks that you would consent to such treatment if you could, your Clinician may disclose your PHI.

**B. Certain Other Uses and Disclosures Do Not Require Your Consent.** your Clinician may use and/or disclose your PHI without your consent or authorization for the following reasons:

- 1. When disclosure is required by federal, state, or local law; judicial, board, or administrative proceedings; or, law enforcement.** Example: Your Clinician may make a disclosure to the appropriate officials when a law requires me to report information to government agencies, law enforcement personnel and/or in an administrative proceeding.
- 2. If disclosure is compelled by a party to a proceeding before a court of an administrative agency pursuant to its lawful authority.**
- 3. If disclosure is required by a search warrant lawfully issued to a governmental law enforcement agency.**
- 4. If disclosure is compelled by the patient or the patient's representative pursuant to Health and Safety Codes or to corresponding federal statutes of regulations,** such as the Privacy Rule that requires this Notice.
- 5. To avoid harm.** Your Clinician may provide PHI to law enforcement personnel or persons able to prevent or mitigate a serious threat to the health or safety of a person or the public (i.e., adverse reaction to meds).

6. **If disclosure is compelled or permitted by the fact that you are in such mental or emotional condition as to be dangerous to yourself or the person or property of others, and if your Clinician determines that disclosure is necessary to prevent the threatened danger.**
7. **If disclosure is mandated by the Child Abuse and Neglect Reporting law.** For example, if your Clinician has a reasonable suspicion of child abuse or neglect.
8. **If disclosure is mandated by the Elder/Dependent Adult Abuse Reporting law.** For example, if your Clinician has reasonable suspicion of elder abuse or dependent adult abuse.
9. **If disclosure is compelled or permitted by the fact that you tell your Clinician of a serious/ imminent threat of physical violence by you against a reasonably identifiable victim or victims.**
10. **For public health activities.** Example: In the event of your death, if a disclosure is permitted or compelled, your Clinician may need to give the county coroner information about you.
11. **For health oversight activities.** Example: Your Clinician may be required to provide information to assist the government in the course of an investigation or inspection of a health care organization or provider.
12. **For specific government functions.** Examples: Your Clinician may disclose PHI of military personnel and veterans under certain circumstances. Also, your Clinician may disclose PHI in the interests of national security, such as protecting the President of the United States or assisting with intelligence operations.
13. **For research purposes.** In certain circumstances, your Clinician may provide PHI in order to conduct medical research.
14. **For Workers' Compensation purposes.** Your Clinician may provide PHI in order to comply with Workers' Compensation laws.
15. **Appointment reminders and health related benefits or services.** Examples: Your Clinician may use PHI to provide appointment reminders. Your Clinician may use PHI to give you information about alternative treatment options, or other health care services or benefits your Clinician offers.
16. **If an arbitrator or arbitration panel compels disclosure,** when arbitration is lawfully requested by either party, pursuant to subpoena *duces tectum* (e.g., a subpoena for mental health records) or any other provision authorizing disclosure in a proceeding before an arbitrator or arbitration panel.
17. **If disclosure is required or permitted to a health oversight agency for oversight activities authorized by law.** Example: When compelled by U.S. Secretary of Health and Human Services to investigate or assess my compliance with HIPAA regulations.
18. **If disclosure is otherwise specifically required by law.**

### **C. Certain Uses and Disclosures Require You to Have the Opportunity to Object.**

**1. Disclosures to family, friends, or others.** Your Clinician may provide your PHI to a family member, friend, or other individual who you indicate is involved in your care or responsible

for the payment for your health care, unless you object in whole or in part. Retroactive consent may be obtained in emergency situations.

**D. Other Uses and Disclosures Require Your Prior Written Authorization.** In any other situation not described in Sections IIIA, IIIB, and IIIC above, your Clinician will request your written authorization before using or disclosing any of your PHI. Even if you have signed an authorization to disclose your PHI, you may later revoke that authorization, in writing, to stop any future uses and disclosures (assuming that your Clinician hasn't taken any action subsequent to the original authorization) of your PHI by your Clinician.

#### **IV. WHAT RIGHTS YOU HAVE REGARDING YOUR PHI**

These are your rights with respect to your PHI:

**A. The Right to See and Get Copies of Your PHI.** In general, you have the right to see your PHI that is in your Clinician's possession, or to get copies of it; however, you must request it in writing and there may be an associated fee. You will receive a response from your Clinician within 30 days of your Clinician receiving your written request. Under certain circumstances, your Clinician may feel he or she must deny your request, but if your Clinician does, your Clinician will give you, in writing, the reasons for the denial. Your Clinician will also explain your right to have the denial reviewed. If you ask for copies of your PHI, your Clinician will charge you not more than \$.25 per page. Your Clinician may see fit to provide you with a summary or explanation of the PHI, but only if you agree to it, as well as to the cost, in advance.

**B. The Right to Request Limits on Uses and Disclosures of Your PHI.** You have the right to ask that your Clinician limit how he or she uses and disclose your PHI. While your Clinician will consider your request, your Clinician is not legally bound to agree. If your Clinician does agree to your request, your Clinician will put those limits in writing and abide by them except in emergency situations. You do not have the right to limit the uses and disclosures that your Clinician is legally required or permitted to make.

**C. The Right to Choose How I Send Your PHI to You.** It is your right to ask that your PHI be sent to you at an alternate address (for example, sending information to your work address rather than your home address) or by an alternate method (for example, via email instead of by regular mail). Your Clinician is obliged to agree to your request providing that your Clinician can give you the PHI, in the format you requested, without undue inconvenience. Your Clinician may not require an explanation from you as to the basis of your request as a condition of providing communications on a confidential basis.

**D. The Right to Get a List of the Disclosures I Have Made.** You are entitled to a list of disclosures of your PHI that your Clinician has made. The list will not include uses or disclosures to which you have already consented, i.e., those for treatment, payment, or health care operations, sent directly to you, or to your family; neither will the list include disclosures made for national security purposes, to corrections or law enforcement personnel, or dis-

closures made before April 15, 2003. After April 15, 2003, disclosure records will be held for six years.

Your Clinician will respond to your request for an accounting of disclosures within 60 days of receiving your request. The list your Clinicians give you will include disclosures made in the previous six years unless you indicate a shorter period. The list will include the date of the disclosure, to whom PHI was disclosed (including their address, if known), a description of the information disclosed, and the reason for the disclosure. Your Clinician will provide the list to you at no cost, unless you make more than one request in the same year, in which case I will charge you a reasonable sum based on a set fee for each additional request.

**E. The Right to Amend Your PHI.** If you believe that there is some error in your PHI or that important information has been omitted, it is your right to request that your Clinician correct the existing information or add the missing information. Your request and the reason for the request must be made in writing. You will receive a response within 60 days of receipt of your request. Your Clinician may deny your request, in writing, if he or she finds that: the PHI is (a) correct and complete, (b) forbidden to be disclosed, (c) not part of my records, or (d) written by someone other than me. Your Clinicians denial must be in writing and must state the reasons for the denial. It must also explain your right to file a written statement objecting to the denial. If you do not file a written objection, you still have the right to ask that your request and my denial be attached to any future disclosures of your PHI. If your Clinician approves your request, he or she will make the change(s) to your PHI. Additionally, your Clinician will tell you that the changes have been made, and I will advise all others who need to know about the change(s) to your PHI.

**F. The Right to Get This Notice by Email.** You have the right to get this notice by email. You have the right to request a paper copy of it, as well.

## **V. HOW TO COMPLAIN ABOUT YOUR CLINICIANS PRIVACY PRACTICES**

If, in your opinion, your Clinician may have violated your privacy rights, or if you object to a decision your Clinician made about access to your PHI, you are entitled to file a complaint with the person listed in Section VI below. You may also send a written complaint to the Secretary of the Department of Health and Human Services at 200 Independence Avenue S.W. Washington, D.C. 20201. If you file a complaint about your Clinicians privacy practices, your Clinician will take no retaliatory action against you.

## **VI. PERSON TO CONTACT FOR INFORMATION ABOUT THIS NOTICE OR TO COMPLAIN ABOUT YOUR CLINICIANS PRIVACY PRACTICES**

If you have any questions about this notice or any complaints about your Clinicians privacy practices, or would like to know how to file a complaint with the Secretary of the Department of Health and Human Services, please contact: **Vivian A. Shelton, Psy.D., LLC at 6723 Whittier Ave., Suite 207 in McLean, VA 22101**

## **VII. NOTIFICATIONS OF BREACHES**

In the case of a breach, your Clinician requires to notify each affected individual whose unsecured PHI has been compromised. Even if such a breach was caused by a business associate, **your Clinician** is ultimately responsible for providing the notification directly or via the business associate. If the breach involves more than 500 persons, OCR must be notified in accordance with instructions posted on its website. **Your Clinician** bears the ultimate burden of proof to demonstrate that all notifications were given or that the impermissible use or disclosure of PHI did not constitute a breach and must maintain supporting documentation, including documentation pertaining to the risk assessment.

## **VIII PHI AFTER DEATH**

Generally, PHI excludes any health information of a person who has been deceased for more than 50 years after the date of death. **Your Clinician** may disclose deceased individuals' PHI to non-family members, as well as family members, who were involved in the care or payment for healthcare of the decedent prior to death; however, the disclosure must be limited to PHI relevant to such care or payment and cannot be inconsistent with any prior expressed preference of the deceased individual.

## **IX. Individuals' Right to Restrict Disclosures; Right of Access**

To implement the 2013 HITECH Act, the Privacy Rule is amended **your Clinician** is required to restrict the disclosure of PHI about you, the patient, to a health plan, upon request, if the disclosure is for the purpose of carrying out payment or healthcare operations and is not otherwise required by law. The PHI must pertain solely to a healthcare item or service for which you have paid the covered entity in full. (OCR clarifies that the adopted provisions do not require that covered healthcare providers create separate medical records or otherwise segregate PHI subject to a restrict healthcare item or service; rather, providers need to employ a method to flag or note restrictions of PHI to ensure that such PHI is not inadvertently sent or made accessible to a health plan.)

The 2013 Amendments also adopt the proposal in the interim rule requiring your Clinician, to provide you, the patient, a copy of PHI to any individual patient requesting it in electronic form. The electronic format must be provided to you if it is readily producible. OCR clarifies that **your Clinician** must provide you only with an electronic copy of their PHI, not direct access to their electronic health record systems. The 2013 Amendments also give you the right to direct **your Clinician** to transmit an electronic copy of PHI to an entity or person designated by the you. Furthermore, the amendments restrict the fees that your Clinician may charge you for handling and reproduction of PHI, which must be reasonable, cost-based and identify separately the labor for copying PHI (if any). Finally, the 2013 Amendments modify the timeliness requirement for right of access, from up to 90 days currently permitted to 30 days, with a one-time extension of 30 additional days.

## **X. NPP**

**Your Clinician** must contain a statement indicating that most uses and disclosures of psychotherapy notes, marketing disclosures and sale of PHI do require prior authorization by you, and you have the right to be notified in case of a breach of unsecured PHI.

**XI. EFFECTIVE DATE OF THIS NOTICE**

This notice went into effect on September 10, 2018